

ZB# 98-32

**K.C. Development Corp. /
(Kline/Insulsash)**

4-2-3.12

#98-32-Kline/Insuloash

Sign

4-2-3.12

Prelim.

August 10, 1998.

Contract here -

Fees paid

Public Hearing:

October 26, 1998.

Sign Vava

Granted

Refund:

\$394.00

RECEIPT 065619

DATE 9/28/98

RECEIVED FROM CKH and one DBA

Address:

One hundred fifty 0% w/ --- minus \$150.00

FOR ZBA #98-32

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	<u>\$43443</u>
AMOUNT PAID		CHECK	<u>150.00</u>
BALANCE DUE		MONEY ORDER	

Town Clerk

BY Dorothy A. Hanger

RECEIVED TOWN CLERK'S OFFICE 9/28/98

© 1998 TOWN CLERK'S OFFICE

ACCOUNT		HOW PAID		DATE	
BEGINNING BALANCE		CASH	43448		
AMOUNT PAID		CHECK	5000		
BALANCE DUE		MONEY ORDER			

Donna N. Hanger

Remodeled
building - Temple Hill
Road sign -
side

Wall sign -

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: _____

FILE# 98-32

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

INTERPRETATION: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE \$ 150.00

paid 43443-9/28/98

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 500.00

paid #43444 9/28/98

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE *5/19/98* \$ 22.50

2ND PRELIMINARY- PER PAGE *10/26/98* \$ 13.50

3RD PRELIMINARY- PER PAGE \$ _____

PUBLIC HEARING - PER PAGE \$ _____

PUBLIC HEARING (CONT'D) PER PAGE \$ _____

TOTAL \$ 36.00

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: *7/10/98* \$ 35.00

2ND PRELIM. *10/24/98* \$ 35.00

3RD PRELIM. \$ _____

PUBLIC HEARING. \$ _____

PUBLIC HEARING (CONT'D) \$ _____

TOTAL \$ 20.00

MISC. CHARGES:

..... \$ _____

TOTAL \$ 106.00

LESS ESCROW DEPOSIT \$ 500.00

(ADDL. CHARGES DUE) \$ _____

REFUND DUE TO APPLICANT . \$ 394.00

Refund.

Date 1/13 , 1978.

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO CKH Ind. Inc. DBA Insul Sash DR.
520 Temple Hill Rd.
New Windsor, N.Y. 12553

[illegible]

In the Matter of the Application of

K.C. DEVELOPMENT CORP.

#98-32.

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCES**

WHEREAS, K. C. DEVELOPMENT CORP., a corporation having an office located at 520 Temple Hill Road, New Windsor, N. Y. 12553, has made application before the Zoning Board of Appeals for a 20 ft. sign width variance for a wall sign to be located at the above commercial facility in a PI zone; and

WHEREAS, a public hearing was held on the 26th day of October, 1998 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant, Ted Cline, appeared on behalf of this Application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a commercial property consisting of a large store located on a busy commercial highway, in a commercial neighborhood.

(b) The Applicant wishes to place a wall sign on the premises advertising the product name and maker along with the store name all on the same sign. The store area is approximately 7,000 sq. ft. and enters onto Temple Hill Road, State Route 300.

(c) The proposed sign will go across the entire front of the building. The proposed sign is consistent with if not smaller than the signs for the businesses in the neighborhood.

(d) There are essentially three businesses conducted in one business premises. If there were three separate businesses in the same space, then the building code would permit three signs with a sign area which would not exceed the proposed single sign.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variance requested is substantial in relation to the Town regulations nevertheless is warranted for the reasons listed above.
4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.
6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor **GRANT** a request for a 20 ft. sign width variance for a wall sign located at the above commercial facility in a PI zone, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New

Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: January 25, 1999.

Chairman

Date 11/4/98, 19.

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

Frances Roth
168 N. Drury Lane

TO Newburgh, N.Y. 12550 DR.

DATE			CLAIMED	ALLO
10/26/98		Zoning Board Mtg	75 00	
		MISC - 2		
		Mobil Oil - 1		
		Stegay/Pizza Hut - 5		
		Samuelad - 3		
		Vanderrossen - 5		
		K.C. Dev. Corp - 3 13.50		
		Lucas - 7		
		Crossetta - 3		
		Heesler - 3		
		32	144 00	
			219 00	

PUBLIC HEARING:

K.C. DEVELOPMENT CORP.

MR. NUGENT: Request for 20 ft. sign width variance for wall sign at 520 Temple Hill Road in a PI zone.

Mr. Ted ^{Clein} ~~Clein~~ appeared before the board for this proposal.

MR. NUGENT: Is there anyone in the audience for the K.C. Development Corp.? Let the record show there's no public.

MS. BARNHART: Let the record show that we sent out 34 addressed envelopes with the notices to adjacent property owners on October 10.

MR. NUGENT: Tell us what you want to do and why.

MR. CLEIN: We have a couple of brand names, there's been a manufacturer that's purchased, that we buy from that's helping us with the sign and for that, we want to put, or they would like to put their name along with the product name on the sign. And obviously, then we want to put our products on there as well. So it's actually 10 foot section, 10 foot section and 10 foot section on the sign, 10, 10 and 10 and in between, there's a little band of 2 1/2 feet in between or so that just connects all three of the signs together and they'll be lighted and put name brand recognitions which is something that's important to our organization and that's the main reason in order to get the sign.

MR. KANE: How far off the road are you, approximately?

MR. CLEIN: I'd say we're off about 120 feet.

MR. NUGENT: Union Avenue, what about Temple Hill?

MR. CLEIN: You know P & P, that's this side of the building, so the other side of the building is where we are exactly, we had bought that.

MR. KRIEGER: You'd be on Union Avenue, on the Union

Avenue side?

MR. CLEIN: No, we're on Temple Hill side and 7,000 square feet is on that we utilize and we come in from the other side.

MR. BABCOCK: P & P moved to the back of the building to the 3,000 square feet that was there.

MR. NUGENT: The sign is 2 1/2 feet high, the entire sign is 2 1/2, just 30 feet long instead of 10?

MR. CLEIN: That's correct.

MR. REIS: Do you have a rendering of this?

MR. CLEIN: Yeah, I was just, it's--

MR. REIS: This is going to go across the whole front of the building?

MR. CLEIN: That's right, the building itself is 80 feet across, here's an outside view of the building per se, let's see, this gives you a little better view of the building, here's a picture from the road.

MR. KRIEGER: For the record now this is a commercial building in a commercial neighborhood on a busy highway, right?

MR. CLEIN: Correct.

MR. KRIEGER: And the other businesses around you also have signs?

MR. CLEIN: Yeah, most of them have bigger signs than what we have or relatively the same size as we have, if not bigger on the road itself.

MR. KRIEGER: And this would be both off the road and no bigger?

MR. NUGENT: Mike, we're including this because they connected?

MR. BABCOCK: That's correct.

MR. CLEIN: Correct.

MR. BABCOCK: He basically has one, explain your business.

MR. CLEIN: I probably could have, if we were to split the businesses up and put them into three but I started the process and I just continued the process.

MR. BABCOCK: He basically has one building and he owns three businesses that he operates out of that building.

MR. NUGENT: I understand that but what I'm saying--

MR. KRIEGER: If there were three separate businesses, he wouldn't need a variance.

MR. NUGENT: In reality, there's 24 foot of sign and too little spaces.

MR. BABCOCK: That's correct.

MR. NUGENT: Everybody understand that?

MR. KANE: Yes.

MR. NUGENT: Are there any other questions? There's no public so I'll accept a motion.

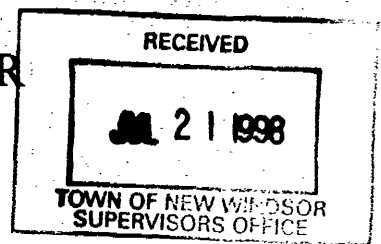
MR. KANE: I move that we approve the application for the sign variance for K.C. Development Corp.

MS. OWEN: Second the motion.

ROLL CALL

MR. KANE	AYE
MS. OWEN	AYE
MR. TORLEY	AYE
MR. REIS	AYE
MR. NUGENT	AYE

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK



NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: July 20, 1998

APPLICANT: Ted Cline/ Insulsash
520 Temple Hill Road
New Windsor, New York 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: July 17, 1998

FOR: 2' - 6" X 30' wall sign

LOCATED AT: 520 Temple Hill Road

ZONE: P-1 Sec/ Blk/ Lot: 4-2-3.12

DESCRIPTION OF EXISTING SITE: Existing Building

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed wall sign will exceed maximum length of 10'.


BUILDING INSPECTOR

PERMITTED 2'-6" X 10'

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: P-1

USE: ~~48-1111-B~~
48-18 H.G. (b) [1]

SIGN:

FREESTANDING:

HEIGHT: 2'-6"

WIDTH: 10'

WALL SIGNS: →

TOTAL ALL SIGNS:

FEET FROM ANY LOT LINE:

30FT

20FT

(Revised)

REvised 8-10-98

(MB)

cc: Z.B.A., APPLICANT, FILE, W/ATTACHED MAP

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

RECEIVED

JUL 17 1998

BUILDING DEPARTMENT

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and under slab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises KC Development Corp.

Address 520 Temple Hill Rd. New Windsor, NY 12553

Phone 914) 561-9000

Mailing Address Same

Name of Architect N/A

Address _____

Phone _____

Name of Contractor _____

Address _____

Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder _____

If applicant is a corporation, signature of duly authorized officer.


Name and title of representative _____

FOR OFFICE USE ONLY

Building Permit # _____

Ted Cline
from Insulsash

1. On what street is property located? On the N side of Temple Hill Rd
(N,S,E or W)
and 118 feet from the intersection of Temple Hill Rd & Union Ave.
2. Zone or use district in which premises are situated Town of New Windsor P-I Is property a flood zone?
Y N X X
3. Tax Map Description: Section 4 Block 2 Lot 3.12
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
 - a. Existing use and occupancy Commercial Office
 - b. Intended use and occupancy Commercial Office
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☒
Afixing a sign to the front of the building APPROX 2 1/2' x 30' - WALL SIGN
6. Is this a corner lot? No
7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____
8. If dwelling, number of dwelling units: N/A Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____
Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use Commercial office
10. Estimated cost _____ Fee _____ To be Paid on this Application
11. School District _____

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L Babcock
Asst. Inspector: Frank Lisi
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 563-4618
(914) 563-4593 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

REFER TO:

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☐

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

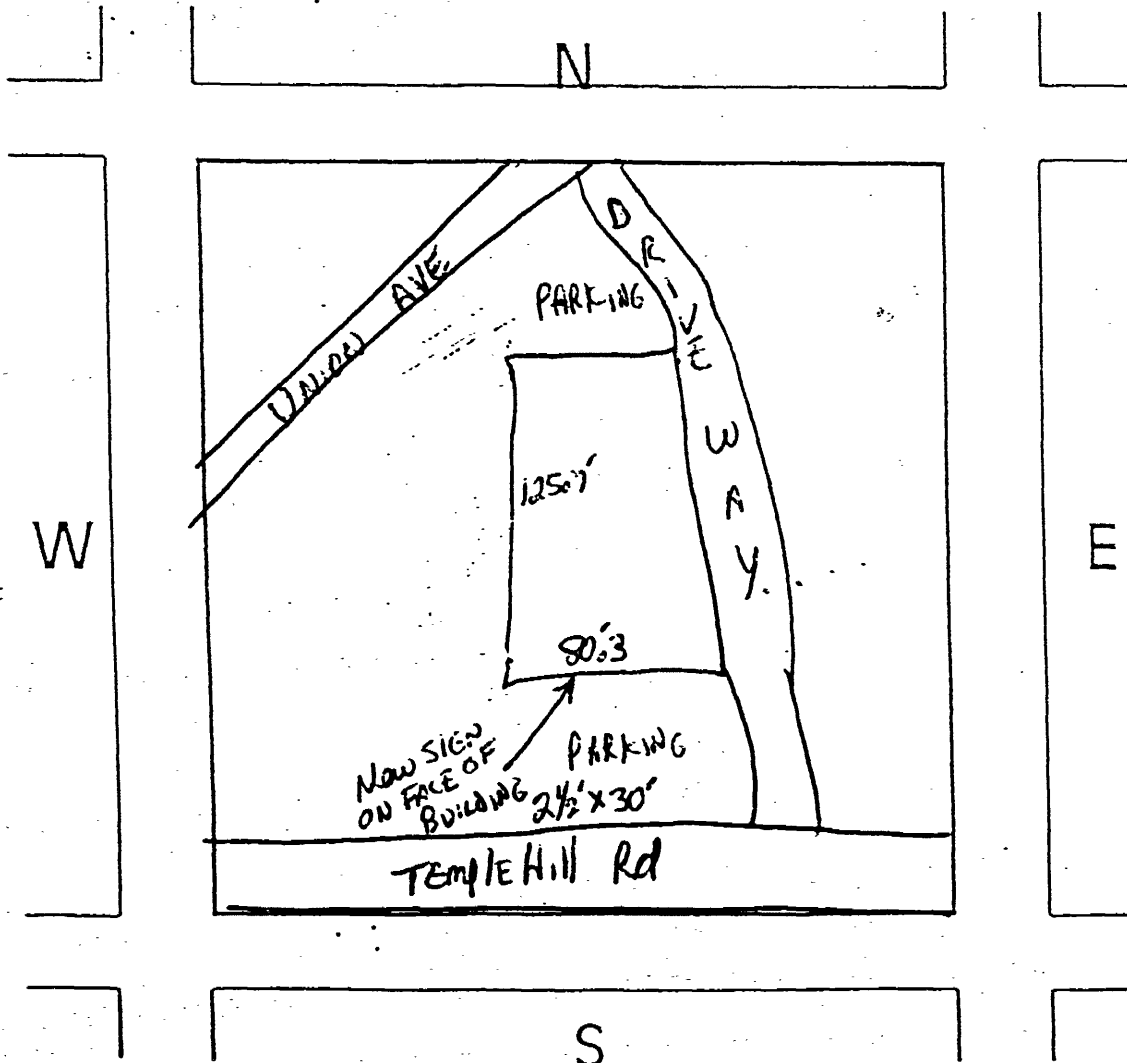
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

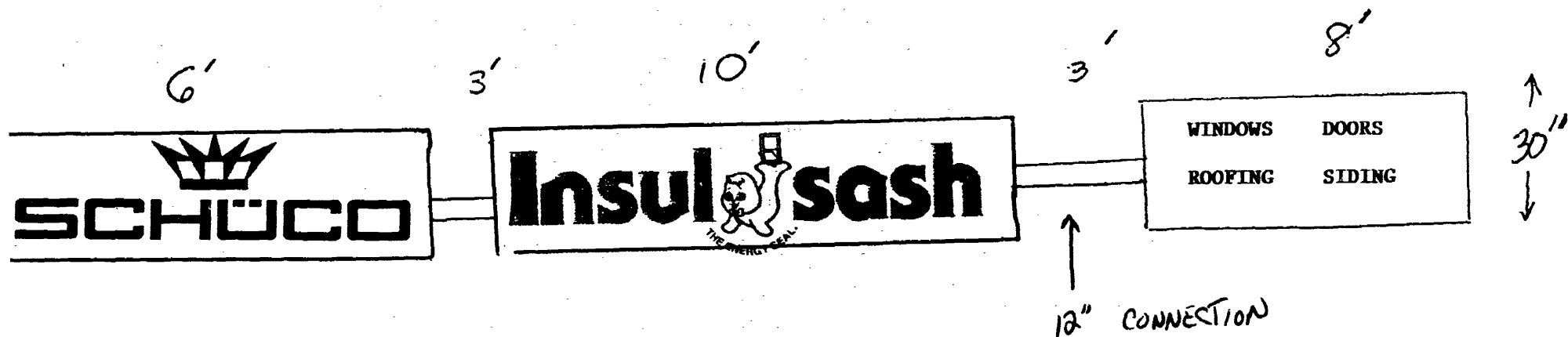

(Signature of Applicant)

520 Temple Hill Rd
New Windsor NY 12553
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.





2'6" TALL
30' LONG

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

98-32

Date: 9/28/98

I. ✓ Applicant Information:

- (a) KC DEVELOPMENT CORP. 520 TEMPLE HILL RD NEW WINDSOR NY 914-561-9000
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☒ Sign Variance
- ☐ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) P-1 500 TEMPLE HILL RD NEW WINDSOR NY 4-2-3.12 100 X 514 +
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R-4
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? MARCH 1998
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO
- _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance: N/A

(a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(You may attach additional paperwork if more space is needed)

✓ VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-18 H(1)(b)(17) Supp. Sign Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1-W all:	<u>10'W x 2 1/2'H</u>	<u>30'W x 2 1/2'H</u>	<u>20'W</u>
Sign	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(See attached plan)

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

Beispiel 1: Gesamtlänge 7650 mm

Typ 10 B	Typ 14	Typ 12	Typ 14	Typ 12
B 1530 mm	B 800 mm	B 2250 mm	B 800 mm	B 2250 mm
Art.-Nr. 294 436	Art.-Nr. 294 440	Art.-Nr. 294 438	Art.-Nr. 294 440	Art.-Nr. 294 438

Beispiel 2: Gesamtlänge 7660 mm

Typ 10 B	Typ 14	Typ 13	Typ 14	Typ 10 B
B 1530 mm	B 800 mm	B 3000 mm	B 800 mm	B 1530 mm
Art.-Nr. 294 436	Art.-Nr. 294 440	Art.-Nr. 294 439	Art.-Nr. 294 440	Art.-Nr. 294 436

Beispiel 3: Gesamtlänge 7660 mm

Typ 14	Typ 10 A	Typ 13	Typ 10 A	Typ 14
B 800 mm	B 1530 mm	B 3000 mm	B 1530 mm	B 800 mm
Art.-Nr. 294 440	Art.-Nr. 294 436	Art.-Nr. 294 439	Art.-Nr. 294 436	Art.-Nr. 294 440

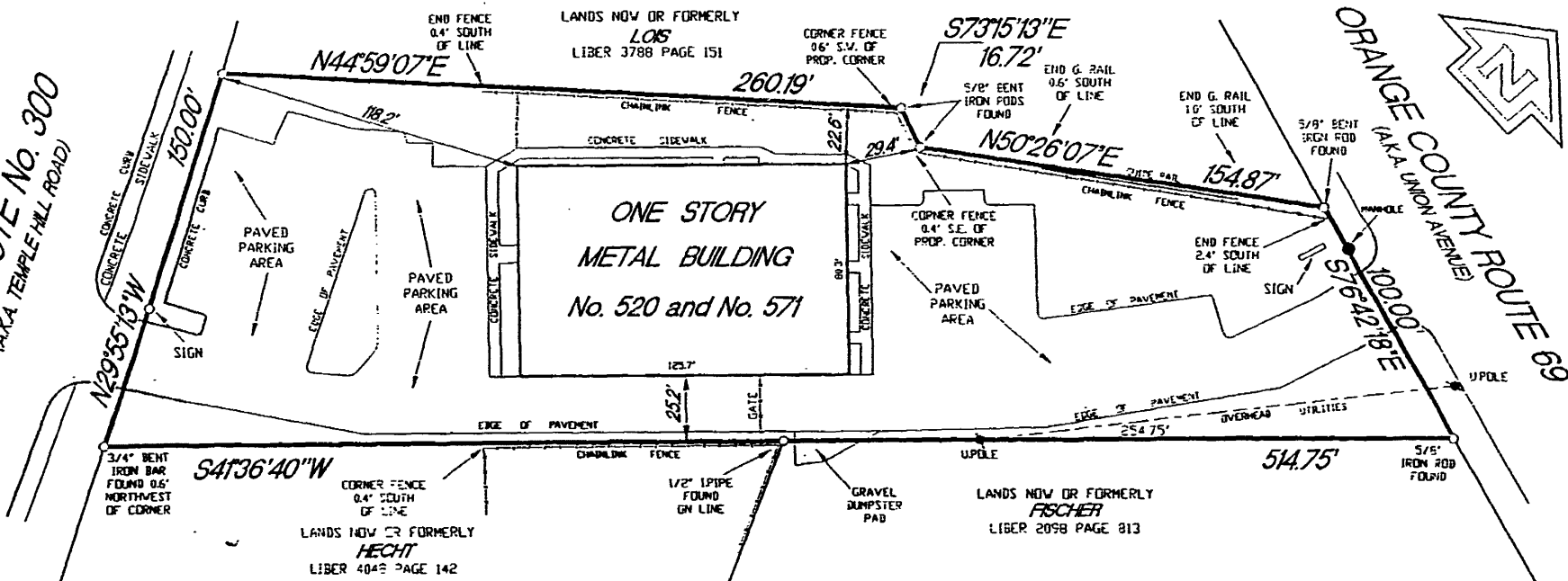
Beispiel 4: Gesamtlänge 7710 mm

Typ 10 B	Typ 14	Typ 12	Typ 14	Typ 10 B	Typ 14
B 1530 mm	B 800 mm	B 2250 mm	B 800 mm	B 1530 mm	B 800 mm
Art.-Nr. 294 436	Art.-Nr. 294 440	Art.-Nr. 294 438	Art.-Nr. 294 440	Art.-Nr. 294 436	Art.-Nr. 294 440

Beispiel 5: Gesamtlänge 8130 mm

Typ 14	Typ 13	Typ 15	Typ 10 B	Typ 14
B 800 mm	B 3000 mm	B 2000 mm	B 1530 mm	B 800 mm
Art.-Nr. 294 440	Art.-Nr. 294 439	Art.-Nr. 294 441	Art.-Nr. 294 436	Art.-Nr. 294 440

N.Y.S. ROUTE No. 300
(AKA TEMPLE HILL ROAD)



LOT AREA = 1.298 ACRES

LAND SURVEY PREPARED FOR
K-C DEVELOPMENT CORPORATION

LOCATED IN THE TOWN OF NEW WINDSOR
ORANGE COUNTY
NEW YORK
SCALE: 1" = 50'
NOVEMBER 28, 1997



REVISIONS

CERTIFICATION:

I, ANTHONY A. SORACE, P.L.S., DO HEREBY CERTIFY IN MY PROFESSIONAL OPINION, ONLY TO PARTIES LISTED BELOW THAT THIS SURVEY IS THE RESULT OF AN ACTUAL FIELD SURVEY COMPLETED ON NOVEMBER 4, 1997 AND COMPLIES WITH MINIMUM STANDARDS FOR SURVEYS EXCEPTED BY NEW YORK STATE ASSOCIATION OF LAND SURVEYORS. THIS CERTIFICATION DOES NOT RUN WITH TITLE TO THE LAND.

- K-C DEVELOPMENT CORPORATION
- CAROLE D. and HOWARD J. PICARD, II
- FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

SURVEY No. 97107

SURVEYOR:

Anthony A. Sorace
ANTHONY A. SORACE, P.L.S. LIC. No. 50187

BEARING BASIS:

NORTH ORIENTATION IS BASED ON DATUM ESTABLISHED FROM DEED OF RECORD.

DEED OF RECORD:

BEING LIBER 2396 PAGE 32, FILED WITH OFFICE OF THE ORANGE COUNTY CLERK.

TAX LOT DESIGNATION:

SECTION 4, BLOCK 2, LOT 312, AS SHOWN ON THE TOWN OF NEW WINDSOR TAX MAPS.

GENERAL MAP NOTES:

1. THIS SURVEY IS SUBJECT TO ANY RECORDED AND/OR UN-RECORDED COVENANTS, RESTRICTIONS, EASEMENTS, RIGHT-OF-WAYS, AND AGREEMENTS, IF ANY.
2. UNLESS ILLUSTRATED AND NOTED BY A POINT OF REFERENCE, UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS, IF ANY, ARE NOT SHOWN HEREON.

THE ALTERATION OF THIS SURVEY MAP BY ANYONE OTHER THAN THE ORIGINAL PREPARED IS MISLEADING, CONFUSING AND NOT IN THE GENERAL WELFARE AND BENEFIT OF THE PUBLIC. IT IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

(914) 496-3367
ANTHONY A. SORACE, P.L.S.
PROFESSIONAL LAND SURVEYOR
ROCK TOWER, NEW YORK - 12575
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ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY, MARKED WITH AN ORIGINAL LAND SURVEYOR'S PASSER CHISELED SEAL, SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

- [2] Such sign shall not exceed sixty-four (64) square feet, total all faces, nor be more than fifteen (15) feet above ground level, measured from the top of the sign to the average ground level at the sign base.
- [3] Such sign shall not be illuminated in a manner so as to create a hazard or nuisance to traffic or adjoining properties.
- [4] If the site has two (2) main vehicular entrances, the Planning Board may approve, at its discretion, one (1) additional full-size freestanding sign at the second entrance, but in no case shall the signs be spaced closer than three hundred (300) feet (measured along the road frontage).

(b) Facade signs.

- [1] For any nonresidential business site, in addition to any permitted freestanding signs, one (1) sign for each permitted business may be located on the building facade, with the sign face not to exceed two and five-tenths (2.5) feet (height) and ten (10) feet (width).
- [2] If the building face (at the location where the facade sign is to be mounted) is greater than three hundred (300) feet from the street (property) line which it fronts, the maximum permitted height of the facade sign can be increased to three and five-tenths (3.5) feet.
- [3] If a permitted business or establishment has more than one (1) main building entrance, one (1) additional full-size facade sign will be permitted, but in no case shall the additional sign be located on the same building face as the other permitted sign.

Pls. publish immediately; Send bill to Ted Kline at below address.

PUBLIC NOTICE OF HEARING

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 32

Request of K.C. Development Corp.

for a VARIANCE of the Zoning Local Law to Permit:

installation of wall sign which exceeds sign
length permitted;

being a VARIANCE of Section 48-18 - Supp. Sign Regs.

for property situated as follows:

520 Temple Hill Road, New Windsor, N.Y.

known and designated as tax map Section 4, Blk. 2, Lot 3.42

SAID HEARING will take place on the 26th day of October, 1998 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent.
Chairman

By: Patricia A. Barnhart, Secy.

**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK**

In the Matter of the Application for Variance of

Kline/Insalaco,
Applicant.

98-32.

**AFFIDAVIT OF
SERVICE BY
MAIL**

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.

That on 10/1/98, I compared the 34 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
1st day of October, 1998.

Deborah Green
Notary Public

**DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1999**

CONTRACT OF SALE made this 16th day of OCTOBER, 1997.
BETWEEN

SELLERS: HOWARD J. PICARD, III and CAROLE D. PICARD
70 Wells Road
Newburgh, New York 12550

Hereinafter called "SELLER", who agrees to sell:

PURCHASERS: K-C DEVELOPMENT CORP., a New York Corporation
with a principal place of business located at:
2 Executive Drive
New Windsor, New York 12553

Hereinafter called "PURCHASER", who agrees to buy the property,
including all buildings and improvements thereon (the "PREMISES"),
more fully described on a separate page marked "Schedule A", and
also known as:

Street Address: 520 Temple Hill Road
New Windsor, New York 12553

Tax Map Designation: 4-2-3.12

Together with SELLER's interest, if any, in streets and unpaid
awards as set forth in paragraph 8.

THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL
BY THE SELLER UNTIL SAME HAS BEEN EXECUTED BY THE SELLER

PURCHASE PRICE

1. The purchase price is payable as follows:	\$600,000.00
Purchase Money Note and First Mortgage	\$400,000.00
On the signing of this contract, by check subject to collection:	\$ 60,000.00 *
BALANCE AT CLOSING:	\$140,000.00

* To be held in escrow by seller's attorney pending the closing of title. Said escrow account identified as Larkin, Axelrod & Trachte, P.C., Account #0266213164 held in The Bank of New York,

2007

D C D +++ ELIOT LARKIN AXELROD TRACHTE

10/03/97 FRI 16:22 FAX 9145620859

shall be responsible for all costs pertaining to said Note and
** PROVIDED PURCHASER SHALL NOT BE REQUIRED
TO EXPEND MORE THAN \$5,000 FOR REQUIRED
IMPROVEMENTS TO COMPLY WITH MUNICIPAL REQUIREMENTS.*

10/03/97 FRI 16:23 FAX 9145620859

Mortgage including, but not limited to, all recording costs, mortgage tax and attorney's fee of \$350.00 to the Seller's attorney for the preparation thereof. The Note and Mortgage shall contain the following clauses:

The mortgagor shall have the right to prepay this obligation in whole or in part at any time without penalty provided there is no default in existence at the time of prepayment.

This mortgage will be due and payable in the event of a sale, transfer or conveyance or recording of a contract of sale of all or any portion of the property covered by the lien of the mortgage.

In the event of a mortgage foreclosure action, interest shall continue to accrue at the rate of EIGHT (8.0%) per cent per annum and the mortgagee will be entitled to recover reasonable attorney's fees together with statutory costs and allowances.

The indebtedness of the mortgage shall continue to bear interest at the rate of EIGHT (8.0%) per cent per annum after any default by the mortgagor of any of the terms and provisions of the mortgage and throughout any foreclosure proceedings until such proceedings have been completed and the indebtedness of the mortgage is satisfied.

The mortgagor shall submit proof of payment of all real estate taxes, sanitation bills, water and sewer charges to the mortgagee within ten (10) days of said taxes due date, and shall maintain fire and extended liability insurance naming the mortgagee therein in an amount no less than the principal balance owed on the Note and Mortgage.

j) This contract is subject to a Lease Agreement between the Purchaser, K-C Development Corp., and Picard & Picard Quick Copy Center, Inc., which shall be executed simultaneously herewith. The rental payments pursuant to this Lease shall be due concurrently with the payments due pursuant to the Note and Mortgage described herein, **PROVIDED FIRST LEASE PAYMENT SHALL BE PAID AT CLOSING BY APPORTIONMENT.**
TITLE COMPANY APPROVAL

4. SELLER shall give and PURCHASER shall accept such title as any reputable title company, a member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

CLOSING DEFINED AND FORM OF DEED

5. "Closing" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain and Sale Deed with Covenants Against Grantor's Acts deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the premises free of

all encumbrances except as herein stated. This deed will contain a covenant by the SELLER as required by Section 13 of the Lien Law.

CLOSING DATE & PLACE

6. The closing will take place at the office of LARKIN, AXELROD & TRACHTE, P.C., 34 Rte. 17K, Newburgh, New York 12550 on or about December 1, 1997 or sooner provided the work to be done by Picard & Picard Quick Copy Center, Inc. pursuant to the terms of the lease set forth herein in Clause "3(i)". Notwithstanding anything contained herein to the contrary, in the event any approvals are required as set forth in Clause "3(g)" herein, the Tenant shall not be required to commence said work until Purchaser's attorney has notified Seller's attorney, in writing, that Purchaser has obtained all necessary approvals.

BROKER

7. PURCHASER hereby states that purchaser has not dealt with any broker in connection with this sale.

STREETS & ASSIGNMENTS

8. This sale includes all of seller's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the premises to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the premises by reason of change or grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at closing, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

COMPLIANCE

9. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health, and labor conditions affecting the premises at the date hereof. The premises shall be transferred free of them at closing and this provision shall survive closing. SELLER shall furnish PURCHASER with any authorization necessary to make the searches that could disclose these matters.

INSTALLMENT ASSESSMENTS

10. If at the time of closing the premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at closing.

APPORTIONMENTS

11. The following are to be apportioned as of midnight of the day before the day of closing:

- a) Taxes, water charges and sewer rents, if any, on the basis of the fiscal period for which assessed.
- b) Fuel, if any.

If closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at closing shall be corrected. This provision shall survive closing.

WATER METER READINGS

12. If there be a water meter on the premises, SELLER shall furnish a reading to a date not more than three (3) days before closing date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

ALLOWANCE FOR UNPAID TAXES

13. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five (5) business days after closing, provided that official bills therefore computed to said date are produced at closing.

ENCUMBRANCES

14. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at closing, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative SELLER may deposit money with the title insurance company employed by PURCHASER and required by it to assure its discharge, but only if the title insurance company will insure PURCHASER of clear title or insure against its enforcement out of the premises. Upon request, made within a reasonable time before closing, the PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

AFFIDAVITS RE: JUDGMENTS & BANKRUPTCIES

15. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at closing showing that they are not against SELLER.

DEED TRANSFER & RECORDING CHARGES

16. At closing, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after closing.

PURCHASER'S LIEN

17. All money paid on account of this contract, and the reasonable expenses of examination of the title to the premises and of any survey and survey inspection charges are hereby made liens on the premises and collectable out of the premises. Such liens shall not continue after default in performance of the contract by PURCHASER.

SELLER'S INABILITY TO CONVEY TITLE

18. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered canceled, and neither SELLER nor PURCHASER shall have any further rights against the other.

CONDITION OF PROPERTY

19. PURCHASER has inspected the buildings on the premises and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and closing. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before closing; *PROVIDED THIS CONTRACT IS SUBJECT TO LEASE RENOVATIONS.*

TITLE EXPENSES

20. SELLER shall not be required to pay any fee, including the cost of mailing or overnight delivery, demanded of him by the representative of the title company selected by the Purchaser as a consideration for arranging the payoff of any mortgage encumbering the Seller's premises in excess of Seventy Five (\$75.00) Dollars. In the event there is more than one (1) mortgage to pay off, Seller shall not be required to pay any fee, including the cost of mailing or overnight delivery, in excess of Seventy Five (\$75.00) per mortgage, not to exceed One Hundred Fifty (\$150.00) Dollars. In the event that the representative of the Purchaser's title insurance company shall demand a sum greater than Seventy Five (\$75.00) for one (1) mortgage or One Hundred Fifty (\$150.00)

Dollars for more than one (1) mortgage for performing this service, then the Purchaser shall be liable for payment of the same.

ENTIRE AGREEMENT

21. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this contract.

CHANGES OR REVISIONS

22. This contract may not be changed or canceled except in writing. This contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

ASSIGNMENT OF CONTRACT

23. This contract shall not be assignable by Purchaser without the express written consent of the Seller.

SINGULAR MEANS PLURAL

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

TAX CERTIORARI PROCEEDING

25. The Purchaser acknowledges that it has been advised that there is a pending tax certiorari proceeding affecting the property to be conveyed hereunder which proceeding has the following caption:

STATE OF NEW YORK : COUNTY OF ORANGE
SUPREME COURT

HOWARD PICARD and CAROLE PICARD,

Petitioners,

-against-

BOARD OF ASSESSORS OF THE TOWN OF NEW
WINDSOR and TOWN OF NEW WINDSOR

Index No. 4175/95
4218/96
4624/97

The Purchaser agrees to be bound by the determination of said proceeding and any proceeds of said settlement shall belong to the Sellers. The Sellers agree to be solely responsible for any

C DEVELOPMENT CORP.
: 1001 17- SCOTTLAND
KENNETH E CLINE

FOR SECURITY PURPOSES THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

CKH IND. INC. DBA
INSUL SASH OF HUDSON VALLEY
TWO EXECUTIVE DRIVE
NEW WINDSOR, NEW YORK 12553



UNION AVENUE OFFICE
NEWBURGH, NEW YORK 12550-2983

29-1/213

0043443

NUMBER

00043443

PAY: ONE HUNDRED FIFTY AND XX / 100 Dollars

DATE

AMOUNT

09/28/98

*****\$150.00

TO THE
ORDER
OF

TOWN OF NEW WINDSOR
~~RECEIVER OF TAXES~~
555 UNION AVE
NEW WINDSOR, NY 12553

98-32 28A

OPERATING ACCOUNT

FOR SECURITY PURPOSES THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

⑈043443⑈ ⑆021300019⑆ 938 8713074⑈

CKH IND. INC. DBA
INSUL SASH OF HUDSON VALLEY
TWO EXECUTIVE DRIVE
NEW WINDSOR, NEW YORK 12553



UNION AVENUE OFFICE
NEWBURGH, NEW YORK 12550-2983

29-1/213

0043444

NUMBER

00043444

PAY: FIVE HUNDRED AND XX / 100 Dollars

DATE

AMOUNT

09/28/98

*****\$500.00

TO THE
ORDER
OF

TOWN OF NEW WINDSOR
~~RECEIVER OF TAXES~~
555 UNION AVE
NEW WINDSOR, NY 12553

98-32 28A

OPERATING ACCOUNT

FOR SECURITY PURPOSES THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

⑈043444⑈ ⑆021300019⑆ 938 8713074⑈



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

(34)

September 18, 1998

KC Development Corp.
520 Temple Hill Road
New Windsor, NY 12553

Attn: Mr. Ted Kline

Re: Tax Map Parcel # 4-2-3.12

Dear Mr. Kline:

According to our records, the attached list of property owners are within five hundred (500) feet of the above-mentioned property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk's office.

Sincerely,

Leslie Cook /cmo

LESLIE COOK
Sole Assessor

/cmo
Attachments

[Redacted signature area]

4-2-1 Rosytoe Associates Ltd. Partnership 824 Peenpack Trail Sparrowbush, NY 12780	4-3-10.21 Coca-Cola Bottling Co. of New York Inc. Property Tax Dept. PO Box 723040 Atlanta, GA 31139-0040	6-1-20.1 Sebastiano & Adriana Giordano 606 Union Ave New Windsor, NY 12553
4-2-2 August Associates Inc. PO Box 829 Wappinger Falls, NY 12590	4-3-10.4 Anthony Granuzzo DBA Gamma Realty Lincoln Rd Putnam Valley, NY 10579	6-1-21.2 Eileen McDougall 614 Union Ave New Windsor, NY 12553
4-2-3.11 Eugene Lois PO Box 829 Wappinger Falls, NY 12590	4-3-10.5 Crowley Foods Inc. PO Box 549 Binghamton, NY 13902	6-1-20.2 Nicholas & Isabelle Scaglione 608 Union Ave New Windsor, NY 12553
4-2-3.13 Eugene Hecht 88 Lake Osiris Road Walden, NY 12586	6-1-13 Jannette Hyzer 30 Clarkview Road New Windsor, NY 12553	6-1-22.2 Harry & Dorothy Simpson 616 Union Ave New Windsor, NY 12553
4-2-3.14 Lt.Col. Susan & Mark J. Fischer 3117 Worthington Circle Falls Church, VA 22044	6-1-14 Larry & Clyde A. Sweney 32 Clarkview Road New Windsor, NY 12553	6-1-23 Jose R. Ramirez 618 Union Ave New Windsor, NY 12553
4-2-3.222 Orange County I.D.A. County Bldg. 252-72 Main St. Goshen, NY 10924	6-1-15 Raphael J. & Carol M. VanVoorhis 34 Clarkview Road New Windsor, NY 12553	6-5-34 Diane M. Maskiell & Douglas J. Brown Jr. 29 Clarkview Road New Windsor, NY 12553
4-2-18 Robert J. Gunn ETAL C/o Automotive Brake Co. 508 Temple Hill Rd New Windsor, NY 12553	6-1-16 Richard C. & Patricia C. Jennings 36 Clarkview Road New Windsor, NY 12553	6-5-38 George G. & Helen C. Mehlig 7 President Court New Windsor, NY 12553
4-2-19 Michael Bigg Jr. Route 32, Box 181 Vails Gate, NY 12584	6-1-17 William J. Senikowich & Ramona Giuliano 38 Clarkview Road New Windsor, NY 12553	6-5-39 Elizabeth E. Maisonet 9 President Court New Windsor, NY 12553
4-1-12..2 City of Newburgh Water Supply C/o City Comptroller Newburgh, NY 12550	6-1-18 Philip & Madeline Infante 602 Union Ave New Windsor, NY 12553	6-5-40 Luigi & Anna Muratore 31 Clarkview Road New Windsor, NY 12553
4-3-10.12 Production Resource Group LLC Shore Road Cornwall on Hudson., NY 12520	6-1-19 Tara J. West 604 Union Ave New Windsor, NY 12553	6-5-41 James S. & Mariann Bott 33 Clarkview Road New Windsor, NY 12553

6-5-42

Harold A. & Vera C. Porath
35 Clarkview Road
New Windsor, NY 12553

6-5-43

Elwood L. & Florence D. Wilson
592 Union Ave
New Windsor, NY 12553

6-5-44

Zebedee C. & Betty L. Herring
1782 Davis Road
Garland NC 28441

6-5-45

LeGrande Sr. & Willetta M. Moseley
588 Union Ave.
New Windsor, NY 12553

Date 8/11/98, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
8/11/98	Zoning Board Mtg		75.00	
	Misc - 3			
	N.W. Partners - 4			
	Kroll / Jasal - 8			
	Hline-Insul such - 5	22.50		
	Vanbeeuwen - 13			
	Mashhil, Inc - 10			
	Petro Mid Valley Oil - 4			
	Henault - 3			
	Domingues - 3		238.50	
	53			
			313.50	

KLINE/INSULSASH

MR. NUGENT: Request for variation of Section 48-18H(1)(b)(1) for a wall sign which exceeds minimum of 2.5 ft. by 10 ft. at Temple Hill Road in a PI zone.

Mr. Ted Kline appeared before the board for this proposal.

MR. KLINE: My name is Ted Klein and you might of known that we purchased the P & P Printing building. It has both access on both sides of the road, it's an 80 foot frontage building from either on Union Avenue side in this case at this point which he has a sign and our side which is Temple Hill Road. Recently, the Insulsash trademark which we have been involved with for over 13 years has been purchased by a German company, the name of it is Schuco and a lot of their success has been trade and name recognition and they have been with us for the last six months, have been discussing what they are going to do at the location and office locations that they have throughout the United States, will be putting their name on the building along with the trade on the building, you know, in this case, Schuco is the international name, where the trade product or the assumed name that we go by would be what we do, Insulsash, windows, doors, roofing and siding. I did bring a couple copies, I kind of went back to Pat and asked for a kind of a large sign because I wasn't sure what they we're going to come up with, it's a 2 1/2 foot sign by 30 feet which is really just three individual signs kind put together on a situation that looks like their books here that they sent over to me and here they have all their signs and all kind of different things that go with their buildings. The reason I circled the second page is actually if I come back and I just look at here, it's really this, this and this being put in a line, in this case, this was 6 feet, there's 2 1/2, 3 feet in between it actually connects the signs together and so on.

MR. KANE: How long is the front of the building?

MR. KLINE: The front of the building is 80 feet three

inches.

MR. KANE: This is going to be illuminated?

MR. KLINE: Yes.

MR. NUGENT: Interior?

MR. KLINE: Interior.

MR. KANE: How far off the road front is the building?

MR. KLINE: I would say it's about a hundred feet off the road.

MR. KANE: For the public hearing, could you just make sure that you have that information?

MR. KLINE: 118 feet two inches.

MR. NUGENT: Numbers on the denial aren't right.

MR. BABCOCK: No.

MR. TORLEY: I see you show receive different styles, the third one from the top you're asking for?

MR. KLINE: I'm asking for 30 feet, I just converted everything from meters to our footage so we can get it set with the sign companies.

MR. NUGENT: You're allowed--

MR. KLINE: I'm only asking for 20 foot because the height is just 20 feet but I apologize going back to Pat because they kept going back to 42 which I finally got it and this is really actual in terms, they are going to keep a, it's kind of squared off.

MR. TORLEY: Look at the third from the top, that wouldn't necessarily be shorter particularly if you have the sign bars?

MR. KLINE: If you care to put them together, I guess that would be an option of the board, I guess.

MR. NUGENT: One thing that I think you need to bring out in this particular incident is that the property if I am understanding you correctly you're using the back part which is on the Union Avenue side?

MR. KLINE: If you are on the back side of the property which is Union Avenue this side, it had three separate store fronts that allowed three separate signs but because we have remodeled the complete inside of the Temple Hill that is where we are.

MR. NUGENT: Even on that side you're quite a ways back from the road.

MR. KLINE: A hundred and 18 feet, we're very far back from the road. I don't know if it is, to mention the other signs that are along the road from Schlesingers, New York Life, you just go all the way up and down, I have measured them, the smallest was 20 feet and the largest was probably over 30, so I guess Handy Rent-All next to us has two different signs on either side of this building in that manner.

MR. TORLEY: If you use the third side looks like you could compress your sign down.

MR. KLINE: I think the problem was fitting the words from when they sent it back of the wording roofing, windows, siding and doors from six to eight to ten foot, was an issue over footage, and I know that it will fit within this range, will it exactly be like that, that is what they'd like to see, if there's some modification of it, that New Windsor would like us to impose on it and we'd obviously entertain it.

MR. BABCOCK: Also, one point is that this gentleman operates basically several different businesses within that building, okay, as his own, and if he was to put up a wall, a dividing wall and have window section here and door section here and siding section there, he'd be allowed three of the signs.

MR. KLINE: If i just want to put three separate signs 10, 10 and 10, the heck with trying to put anything in

between and spread them across the building since there was 80 feet there.

MR. KANE: Which kind of loses your impact.

MR. KLINE: Kind of.

MR. NUGENT: I think it would look better the way you've got it.

MR. TORLEY: Mike, he could put three separate signs without any problem?

MR. BABCOCK: Well, basically if he had, if he internally divides the building seven times, he could put seven signs up.

MR. KANE: One for each business.

MR. KLINE: Flip to the back page, this is some of their places in Europe which have all different signs and it's not like our building but--

MR. TORLEY: Given that the building is way back from the road.

MR. KANE: I have no further questions.

MR. TORLEY: Entertain a motion?

MR. NUGENT: Yes.

MR. KANE: I move that we set up Klein/Insulsash for a public hearing for requested variances.

MR. KANE: Second it.

ROLL CALL

MS. OWEN	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

August 10, 1998

18

MR. KRIEGER: These are the criteria on which the state must determine that the zoning board of appeals must decide, if you would address yourself to those criteria when you make a presentation, that would be helpful.

MR. KLINE: And this will be at the public hearing to address these issues? Is that a copy for me?

MR. KRIEGER: Yes, it is.

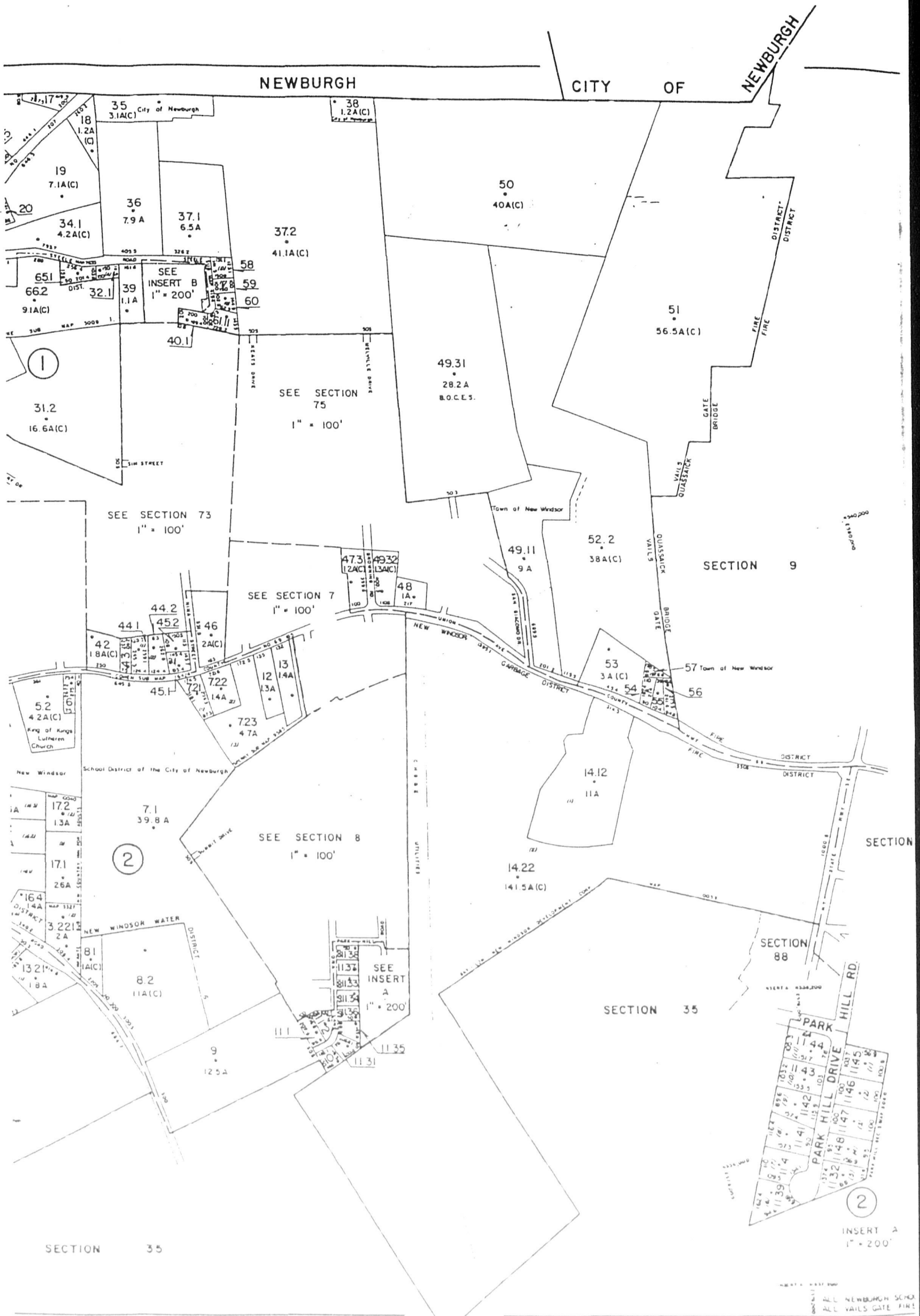
MR. KLINE: Thank you.

1-800-345-7334

OF



LEGEND			
STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO. 4	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE	SECTION LINE	TAX MAP PARCEL NO. 38	FILED PLAN LOT NO.
RIVER & SECTION LIMIT	WATER LINE	AREA (1000) 11 A. (Cemeteries) 11 AC.	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAM	CHANCE RESOURCES (1000) 10 (Schools) 100	COUNTY HIGHWAYS
PROPERTY LINE	WIND CORRECTION CERTIFICATES		TOWN ROADS



ORANGE COUNTY-NEW YORK

FILED PLAN BLOCK NO.	92
FILED PLAN LOT NO.	1
STATE HIGHWAYS	N.Y. STATE MAP NO. 17
COUNTY HIGHWAYS	COUNTY MAP NO. 1
TOWN ROADS	TOWN MAP NO. 1

Photo No. 8-496-497-498

Date of Map 9-24-57

Date of Photo 3-1-65

Date of Revision 3-1-93

Scale 1" = 200'

TOWN OF NEW WINDSOR

Section No. 4